

## MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT by and between **MAUI PUBLISHING COMPANY, LTD.**, hereinafter referred to as the "Company", and the **PACIFIC MEDIA WORKERS GUILD LOCAL 39521**, hereinafter referred to as the "Guild", constitutes the basis of settlement on all issues discussed between the Company and the Guild in the recently concluded negotiations.

It is understood that unless otherwise modified by this Memorandum of Agreement, the terms and conditions of the existing collective bargaining agreement between the Company and the Guild that became effective March 29, 1998 to and including April 6, 2002, and as amended by all Memorandums of Agreement, Amendments of Agreement, Letters of Agreement and Supplemental Agreements executed between the Company and the Guild through July 31, 2012, shall be unchanged. Unless otherwise specified, all amended items shall be effective August 1, 2012.

### 1. Section 8. HOLIDAYS

8.1 Replace the existing holidays with the following:

New Year's Day	Thanksgiving Day
Presidents' Day	Christmas Day
Memorial Day	Employee's Anniversary Date
Independence Day	Employee's Birthday
Labor Day	

8.2 Replace the existing language with the following:

Effective January 1, 2013, a holiday of each employee's choice shall be added to the above-designated holidays and the actual day shall be at the employee's choice and by mutual agreement.

8.3 Replace the existing language with the following:

When an employee is required to work on any of the above designated holidays, the employee shall be paid one and one-half (1-1/2) times the employees straight time rate of pay for a full normal workday.

### 2. Section 9. WORKWEEK, HOURS, OVERTIME, CALLBACK AND TRAVEL TIME

9.1 Replace the existing language with the following:

Seven and one-quarter (7-1/4) consecutive hours shall constitute a workday, and thirty-six and one-quarter (36-1/4) hours falling within five (5) days of the Sunday through Saturday workweek shall constitute a workweek.

Effective July 31, 2014, seven and one-half (7-1/2) consecutive hours shall constitute a workday, and thirty-seven and one-half (37-1/2) hours falling within five (5) days of the Sunday through Saturday workweek shall constitute a workweek.

#### 9.7 Overtime

(a) Replace the existing language with the following:

All work performed in excess of forty (40) straight time hours within one (1) workweek (exclusive of meal periods) shall be paid for at one and one-half (1-1/2) times the employee's straight time hourly rate.

(b) Replace the existing language with the following:

Overtime work shall be paid for at one and one-half (1-1/2) times the basic straight time hourly rate.

### 3. Section 10. MINIMUM SALARIES AND EXPERIENCE DEFINITIONS, CLASSIFICATIONS AND SALARY SCHEDULES

10.1 A classification and salary Schedule "A" is attached.

### 4. Section 12. AUTOMOBILE ALLOWANCE

Replace the entire section with the following:

The Company shall pay all Reporters, the Sports Editors, Outside Advertising Salespersons, and other employees who are designated by the Company as being required to use their personal automobiles for business purposes actual mileage at the IRS standard automobile allowance rate set each year, for each mile traveled on Company business each week.

### 5. Section 14. VACATIONS

14.4 Add a new second paragraph as follows:

Effective January 1, 2013, the provisions of the above paragraph will be eliminated, however, any employees who have qualified for a fifth week of vacation as of January 1, 2013, shall retain that eligibility.

6. Section 15. SICK LEAVE

15.1 Change to 15.1(a)

Insert a new subparagraph as follows:

15.1(b) Effective January 1, 2013, replace the existing schedule with the following:

Less than 3 years of service.....	3 weeks per year
3 years but less than 4 years.....	4 weeks per year
4 years but less than 5 years.....	5 weeks per year
5 years but less than 6 years.....	6 weeks per year
6 years and over.....	7 weeks per year

15.2 Replace the existing language with the following:

The Company shall pay sick leave for any absences due to a non-work related illness or injury, for any unpaid waiting period for Workers' Compensation benefits and for any illness or injury covered by Hawaii Temporary Disability Law (TDI). Any employee absent due to a illness or injury covered by TDI shall also receive fifty-eight percent (58%) of their salary once paid sick leave is exhausted up to a maximum of fourteen (14) weeks from the start of the disability period.

7. Section 16. SEVERANCE PAY

Add a new sub-section as follows:

16.3 Any employee hired after July 31, 2012, who is terminated for other than just and sufficient cause, resignation or death, the employee shall receive one (1) week severance pay per completed year of service, or major fraction thereof up to a maximum of twenty-six (26) weeks of pay, with a minimum of five (5) weeks of pay.

8. Section 28. MEDICAL PLAN

28.1 Replace the existing language with the following:

The Company will provide a reasonable, mutually acceptable base medical plan with prescription and vision riders. Effective August 1, 2012, employees will pay ten percent (10%) of the premium of the base medical plan. Effective August 1, 2013, employees will pay twenty percent (20%) of the base medical plan.

28.2 Replace the existing language with the following:

The Company will offer as an optional plan to the employees, the Kaiser "B" Plan. If the cost of the optional plan should exceed the cost of the base medical plan, the employee will pay the difference between the premiums of the base medical plan and the plan they choose to continue.

28.3 Replace the existing language with the following:

Any employee who reaches the age of fifty-five (55) after August 1, 2012, but before December 31, 2012, thus qualifying for early retirement medical coverage and retirement medical coverage benefits that was in effect prior to August 1, 2012, such employee shall have a one time opportunity to retire and elect for such early retirement medical coverage, provided such retirement occurs before December 31, 2012.

28.4 Delete the entire sub-section.

28.5 Renumber to 28.4.

28.6 Delete the entire sub-section.

9. Section 40. DURATION

Replace the entire section with the following:

This agreement shall commence on August 1, 2012, and expire on November 30, 2014. Within ninety (90) days prior to the termination of this agreement, the Company or the Guild may initiate negotiations for a new agreement. The terms and conditions of this agreement shall remain in effect during these negotiations.

10. Add a new Supplement Agreement regarding jurisdiction as attached.

11. The Company and Union agree that the wage restoration that was scheduled for July 1, 2012 will be eliminated.

IN WITNESS WHEREOF, the parties hereto through their duly authorized representatives have executed this Memorandum of Agreement on the 19 day of June 2012 at Honolulu, Hawaii.

MAUI PUBLISHING COMPANY, LTD.

PACIFIC MEDIA WORKERS GUILD

LOCAL 39521

jm  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Marilyn J. Isbell  
Debra Anne  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SUPPLEMENTAL AGREEMENT

This Agreement made and entered into this day of 2012, by and between the Maui Publishing, Ltd. (hereinafter referred to as "Company"), the Pacific Media Workers Guild Local 35921 (hereinafter referred to as "Guild"), the Honolulu Typographical Union No. 37, Communication Workers of America Local 14921 (hereinafter referred to as "HTU") and the Graphic Communications Conference/International Brotherhood of Teamsters Union Local 501M (hereinafter referred to as "GCC") is a Supplemental Agreement to the main Collective Bargaining Agreements, dated August 1, 2012, through November 30, 2014. This Supplemental Agreement becomes part of the current and any succeeding Collective Bargaining Agreements between the Company and the Guild, the HTU and the GCC.

The purpose of this agreement is to clarify and describe certain working arrangements that will allow a sharing of jurisdiction between the Guild, the HTU and the GCC. The understanding of such shared jurisdiction is as follows:


1. The Company may address temporary vacancies of up to two (2) weeks in the pressroom by assigning employees from the Guild's circulation department to work as roll tenders. Employees assigned to perform such work shall receive all necessary training to perform such duties, and shall receive proper instruction in all safety protocols. An employee who is assigned to perform such work shall receive his current rate of pay or the rate of pay for the pressroom position, whichever is higher. The duration of such assignments may be extended beyond two (2) weeks by mutual agreement between the Company and the Guild and the GCC.
2. In the event of a vacancy in a pressroom position and a roll tender position, The Company may assign employees from the Guild's circulation department on the same basis as above, provided that no employee is put into a position that would create a safety issue for himself or others.
3. When assigning employees to perform work in another bargaining unit, the Company will first seek volunteers; if there are no volunteers, then the Company will assign the work to the least senior employee provided that employee has the skills or can be trained to perform the work function.
4. The Guild and the HTU agree that their members may perform duties in each other's jurisdiction for up to two weeks to address temporary or unexpected staffing shortages. Employees assigned to perform such work shall receive all necessary training to perform such duties. An employee who is assigned to perform such work shall receive his current rate of pay or the rate of pay for the position to which he is assigned, whichever is higher. The duration of such assignments may be extended beyond two weeks by mutual agreement between the Company and the Guild and the HTU.

5. In the event of a permanent vacancy in the prepress department, the Company may recruit volunteers from the HTU or the Guild to fill the vacancy, in order to avoid the need to hire a new employee. If there are no volunteers, the Company may transfer a current employee into the position, with no loss of pay, seniority, benefits, or status, including lifetime job guarantee, if applicable. The transferred employee shall be the least senior in his or her department. Employees assigned to perform such work shall receive all necessary training to perform such duties. An employee who moves to prepress shall receive his current rate of pay or the rate of pay for the prepress position, whichever is higher. Such employee who moves to prepress will be required to become a member of the Graphic Communications Conference/International Brotherhood of Teamsters Union Local 501. In the event of a reduction in force in the prepress department, the Company shall first return the employee who transferred from another bargaining unit's jurisdiction back to his or her original position and bargaining unit.

6. This agreement shall not alter in any way the existing jurisdiction of the Guild, the HTU and GCC. . Nor will this agreement supplant or eliminate any previous agreements on shared jurisdiction reached between the Company and the Guild, HTU and GCC.

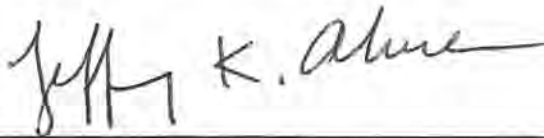
AGREED:

MAUI PUBLISHING COMPANY, LTD.



---

HONOLULU TYPOGRAPHICAL UNION  
NO. 37, COMMUNICATIONS OF  
AMERICA LOCAL 14921



---

PACIFIC MEDIA WORKERS GUILD  
LOCAL 39521



---

GRAPHIC COMMUNICATIONS  
CONFERENCE/INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS  
UNION LOCAL 501M

---

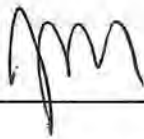
position to which he is assigned, whichever is higher. The duration of such assignments may be extended beyond two weeks by mutual agreement between the Company and the Guild and the HTU.

5. In the event of a permanent vacancy in the prepress department, the Company may recruit volunteers from the HTU or the Guild to fill the vacancy, in order to avoid the need to hire a new employee. If there are no volunteers, the Company may transfer a current employee into the position, with no loss of pay, seniority, benefits, or status, including lifetime job guarantee, if applicable. The transferred employee shall be the least senior in his or her department. Employees assigned to perform such work shall receive all necessary training to perform such duties. An employee who moves to prepress shall receive his current rate of pay or the rate of pay for the prepress position, whichever is higher. Such employee who moves to prepress will be required to become a member of the Graphic Communications Conference/International Brotherhood of Teamsters Union Local 501M. In the event of a reduction in force in the prepress department, the Company shall first return the employee who transferred from another bargaining unit's jurisdiction back to his or her original position and bargaining unit.

6. This agreement shall not alter in any way the existing jurisdiction of the Guild, the HTU and GCC. Nor will this agreement supplant or eliminate any previous agreements on shared jurisdiction reached between the Company and the Guild, HTU and GCC.

AGREED:

MAUI PUBLISHING COMPANY, LTD.



---

HONOLULU TYPOGRAPHICAL UNION  
NO. 37, COMMUNICATIONS OF  
AMERICA LOCAL 14921



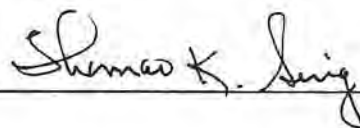
---

PACIFIC MEDIA WORKERS GUILD  
LOCAL 39521



---

GRAPHIC COMMUNICATIONS  
CONFERENCE/INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS  
UNION LOCAL 501M



---



MAUI PUBLISHING COMPANY

EXHIBIT "A"  
CLASSIFICATION AND SALARY SCHEDULE

The following classifications and minimum salaries shall be in effect during the period of this agreement as indicated below:

PAY GROUP 1, Classifications: Sports Editor, Reporters, Photographer, Advertising Salespeople, Artists, District Managers, Senior Dispatch Person, Senior Circulation Clerk, Advertising Scheduling Clerk.

	Effective <u>8/1/12</u>	Effective <u>7/31/14</u>
During 1st year	\$484.99	\$501.71
After 1st year	\$511.61	\$529.25
After 2nd year	\$552.55	\$571.60
After 3rd year	\$596.75	\$617.33
After 4th year	\$644.51	\$666.73
After 5th year	\$696.06	\$720.06
After 6th year	\$751.74	\$777.67
After 7th year	\$811.88	\$839.88
After 8th year	\$876.83	\$907.07
After 9th year	\$947.45	\$980.12

PAY GROUP 2, Classifications: Telephone PBX & Receptionist

	Effective <u>8/1/12</u>	Effective <u>7/31/14</u>
During 1st year	\$438.70	\$453.83
After 1st year	\$474.11	\$490.46
After 2nd year	\$512.02	\$529.68
After 3rd year	\$553.00	\$572.07
After 4th year	\$597.24	\$617.83
After 5th year	\$645.01	\$667.25
After 6th year	\$696.62	\$720.64
After 7th year	\$752.34	\$778.28
After 8th year	\$812.53	\$840.55
After 9th year	\$877.96	\$908.23

PAY GROUP 3, Classifications: Job Printing Clerk, Advertising Sales Clerk, Advertising Billing Clerk, Receptionist, Advertising Utility Clerk, Circulation Clerk.

	Effective <u>8/1/12</u>	Effective <u>7/31/14</u>
During 1st year	\$403.76	\$417.68
After 1st year	\$445.75	\$461.12
After 2nd year	\$492.11	\$509.08
After 3rd year	\$543.29	\$562.02
After 4th year	\$599.77	\$620.45
After 5th year	\$662.16	\$684.99
After 6th year	\$731.02	\$756.23
After 7th year	\$807.52	\$835.37

PAY GROUP 4, Classifications: Truck Drivers, Janitors, Maintenance, Circulation Utility Clerk.

	Effective <u>8/1/12</u>	Effective <u>7/31/14</u>
During 1st year	\$383.53	\$396.75
After 1st year	\$440.48	\$455.67
After 2nd year	\$505.90	\$523.34
After 3rd year	\$581.02	\$601.06
After 4th year	\$667.31	\$690.32
After 5th year	\$767.05	\$793.50

PAY GROUP 5, Classifications: Inserts (Hourly Wages).

	Effective <u>8/1/12</u>
During 1st year	\$10.8690
After 1st year	\$11.8330
After 2nd year	\$12.7739
After 3rd year	\$13.7896